

**Labor Contract**

**Between**

**The City of Sioux Falls**

**and**

**Police Officers and Sergeants  
Sioux Falls Fraternal Order of Police  
Lodge #1 L.C.**

**January 1, 2021, through December 31, 2023**

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# **Labor Contract**

This Labor Contract is in effect on January 1, 2021. The City of Sioux Falls, South Dakota, hereinafter is referred to as the "Employer" and the Fraternal Order of Police, Lodge #1 L.C., hereinafter is referred to as the "Union."

## **Article 1 Recognition**

The Employer recognizes the Union as the sole collective bargaining representative, pursuant to SDCL 3-18, for purposes of establishing wages, hours, and conditions of employment for all employees employed by the Employer in the following described unit:

"All Police Officers and Sergeants of the City of Sioux Falls, South Dakota, excluding Chiefs, Captains, and Lieutenants." (The word "employee" when used herein, refers exclusively to members of this defined bargaining unit.)

## **Article 2 Maintenance of Standards**

**Section 1.** The Employer agrees that no employee shall suffer any economic detriment by virtue of this Contract. Any disagreements between the parties in this area shall be subject to the grievance procedure.

**Section 2.** The Employer agrees not to enter into any agreements, including those provided by law, with the unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this Labor Contract.

## **Article 3 Definitions**

**Section 1.** "Regular base hourly rate," as used in this Contract, is the rate at which an employee would be paid for one hour of regular nonovertime work in his current rank and pay step. This rate does not include any bonuses, special rates, or other payments except as specifically provided in the Fair Labor Standards Act for purposes of determining overtime rates.

**Section 2.** "Regular overtime rate," as used in this Contract, is the premium rate paid for all hours actually worked in a 40-hour workweek which are in excess of 40 hours and that have not already been specifically guaranteed as overtime. The overtime rate is 1 1/2 times the employee's regular base hourly rate of pay in accordance with the Fair Labor Standards Act. Regular overtime is computed on a weekly, not daily, basis. Any reference to overtime or pay at 1 1/2 times the regular base rate in this Contract will be defined as regular overtime for interpretive purposes unless specifically identified as "guaranteed" overtime.

**Section 3.** "Guaranteed overtime," as used in this Contract, is premium pay based both upon the specific type of hours worked, such as standby, unscheduled call-in duty, etc. The overtime rate of 1 1/2 times the regular base hourly rate is paid, guaranteed, for all of

the specific hours worked whether the total hours worked for the week exceed 40 hours or not. Since the specified hours are already guaranteed overtime pay, they are not counted again as hours actually worked for purposes of calculating additional overtime for the week. If counted again as hours actually worked toward overtime, the result would be a duplication or pyramiding of overtime, which is not permitted by the terms of this Contract.

**Section 4.** "Differential rate," as used in this Contract, is a pay bonus based upon the nature of the hours worked, such as differentials for hours worked during a specified period. This type of pay premium would be considered a differential added to each applicable hour of pay, not guaranteed overtime. Hours to be paid with this "bonus" premium are counted as hours actually worked for purposes of calculating overtime hours in the week. This does not create a duplication or pyramiding of overtime since this is not overtime pay, but rather a differential.

**Section 5.** The employee's "step anniversary date" for purposes of step advancement eligibility, as used in this Contract, is the day and month established when an employee is placed into a new pay grade as the result of hire, promotion, reduction in rank, or transfer to another classification with a different pay grade. An employee's step anniversary date may be adjusted if the employee's service is interrupted by unpaid leave of 30 or more calendar days, if an employee's step advancement is delayed without retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this Contract. If cause is shown on the basis of performance and a step increase is delayed, the month and day when the step is eventually granted will become the employee's new step anniversary date. The year of the step anniversary date changes as the employee moves step to step.

## **Article 4 Legal Action**

The Employer shall continue in effect the insurance coverage relating to claims against the City and City employees including coverage for 42 U.S.C. Section 1983 actions brought against employees in their individual capacity. The Employer retains the right to change insurance carriers or otherwise provide for insurance coverage so long as the level of benefits remains close to the same or better. If any claim or action is instituted against an employee, arising out of an act or omission occurring within the scope of the employment of such employee, or when exercising official duties or responsibilities as an employee, except a malicious act, and if the insurance carrier of the aforementioned insurance coverage refuses to provide legal defense and/or attorney for such claim or action then and in that event, Employer shall contract with a local attorney mutually agreed to between the employee and the Employer to provide such defense for the employee, and will pay the court costs incurred in the defense of such claim or action and the reasonable attorney fees of the attorney selected by mutual agreement for such defense, all to a total sum of not to exceed \$15,000 for any one employee. The \$15,000 maximum may be exceeded on a case-by-case basis with the concurrence of the Mayor and the City Council.

## **Article 5**

### **Discipline and Discharge**

#### **Section 1. Demotion, Discharge, Suspension.**

No employee shall be suspended, discharged, or demoted from his position, except for just cause, which shall not be race, color, religion, sex, sexual orientation, national origin, creed, ancestry, pregnancy, age, genetic information, disability, or any other legally protected class.

#### **Section 2. Causes for Removal, Discharge, or Suspension.**

The following will be considered just cause for discharge, suspension, or demotion of an employee. However, just cause for discharge, suspension, or demotion is not limited to those conditions and occurrences listed herein.

- A. Conviction of a criminal offense or of a misdemeanor involving moral turpitude;
- B. Willful, wanton, or culpably negligent brutality or cruelty to a prisoner or to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense, or to protect the lives of others, or to prevent the escape of a person lawfully in custody;
- C. Violation of any lawful and reasonable official regulation or order, or failure to obey any lawful or reasonable direction made and given by his superior officer, where such violation or failure to obey amounts to an act of insubordination or a serious breach of proper discipline, or resulted or may be reasonably expected to result in loss or injury to the City, or to the public, or to the prisoners or wards of the City;
- D. Wantonly offensive conduct or language toward the public or toward City officers or employees, or other conduct unbecoming an officer or employee of the City;
- E. Dishonesty;
- F. Has unlawfully used, possessed, manufactured, distributed, or dispensed any controlled substance or drug paraphernalia at any time on or off the job, or unlawfully has any detectable level of any controlled substance in the body at any time on or off the job; or has used or possessed alcohol, or has a detectable alcohol level of .02 or greater in the body, while working, performing job duties while on the City's premises, or while operating City vehicles, machinery, or equipment; or has violated any other of the provisions of the City's Drug- and Alcohol-Free Workplace policies. This does not apply to law enforcement officers in situations when they are in possession of an illegal controlled substance, drug paraphernalia, or alcohol, as legally authorized while acting in the line of duty, or when consuming alcohol while engaged in undercover activities as specified and authorized by Police Department standard operating procedures;
- G. Recklessness resulting in a serious accident while on duty;
- H. Failure to report an accident or criminal incident while on duty;
- I. Incompetence or inefficiency in the performance of the duties of his position;
- J. Carelessness or negligence with the property of the City;

- K. Use of, threat of use, or attempt to use political influence in securing promotion, leave of absence, transfer, change of grade, pay, or character of work;
- L. Inducement of or attempt to induce an officer or employee in the service of the City to commit an unlawful act or to act in violation of any lawful and reasonable departmental or official regulation or order; or acceptance of any fee, gift, or other valuable thing in the course of his work or in connection with it for his personal use from any citizen, when such fee, gift, or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other citizens;
- M. Inducement of or attempt to induce any person doing business with the City to give employment to any relative of said City officer or employee, or inducement of or attempt to induce any person as noted above to show any material favor or consideration of any kind to any relative of the City officer or employee, when this officer or employee holds a position in a department or office having direct contact with the person;
- N. Willful violation of any of the provisions of Civil Service or of the rules of the Civil Service Board;
- O. Determination of guilt of a criminal act;
- P. Determination of any other act or omission deemed sufficient just cause by the Civil Service Board.

### **Section 3. Notice.**

An employee discharged, suspended, or demoted from his position will be furnished in writing the reasons for the action taken to be provided by the officer taking the action. The officer taking the action will also immediately forward a copy of the reasons for action in writing to the Human Resources department.

### **Section 4. Civil Service Appeals.**

Appeals cognizable under the Civil Service procedure are limited to discharge, suspension, demotion, or alleged violation of Civil Service rules and regulations excluding those actions specifically identified in Article 30, Section 5. Appeals to the Civil Service Board must be submitted within ten (10) calendar days of the issuance of the Employee Incident Report. Procedural rules for these grievances are provided only by City ordinance or Civil Service rules.

It is understood by both parties that the Civil Service procedures set forth in City ordinance are subject to modification at the sole discretion of the City Council and the Civil Service Board; and that in matters of interpretation, scope, and application, the provisions of the City ordinance supersede the provisions of this Article.

### **Section 5. Documentation.**

Any Employee Incident Report that can become a part of an officer's official record or result in formal disciplinary action shall be given in writing to the employee affected during their predetermination hearing with the employee having the right to have a Union representative present.

## **Section 6. Review of Investigatory File.**

The Union representative representing the employee at a predetermination hearing may, at the discretion of the Police Chief or his designee, review the investigatory file pertaining to the allegation outlined in an Employee Incident Report. The purpose of the review is to prepare the Union representative for the predetermination hearing process.

## **Section 7. Confidentiality.**

Unless agreed to by the employee, the City shall not divulge the reason for any disciplinary action that is not appealed beyond the department head. The City shall make every reasonable effort to ensure that no employee's home address, home telephone number, or photograph of the employee, which the City may possess, is released to the news media or for public consumption. Should it be determined that this information was released, this, in and of itself, shall not be reason for change in any fashion of the disciplinary action that was imposed.

## **Section 8. Relief from Duty.**

An employee may only be relieved from duty in the following limited circumstances:

- A. An employee is scheduled to go on duty, or is on duty, and the employee is physically or mentally incapacitated to the extent that in the opinion of his superior, it would be unsafe to allow the employee to go on duty or continue on duty.
- B. An employee is scheduled to go on duty, or is on duty, and some matter comes to the attention of his superior which in their opinion is of such serious nature that would warrant his being removed from duty.

## **Article 6 Union Representatives**

The Union shall designate six (6) Union representatives to handle Union business and one (1) alternate Union representative to replace any regular Union representative unable to perform his duties. The job Union representative so designated shall perform the following duties:

Investigation and presentation of grievances, including disciplinary matters, to Employer or the designated Employer representative in accordance with the provisions of the Contract.

The Union representative shall be permitted a reasonable time, not exceeding four (4) hours per week, to conduct necessary Union business during working hours without loss of pay, providing it does not interfere with efficient operation of the department, and providing that the Union representative's supervisor(s) is advised in advance of the absence. Such time spent on necessary Union business during duty hours shall be used in computing weekly overtime. The Union representative shall appropriately code permitted time within TeleStaff for tracking purposes.

## **Article 7**

### **Union Business and Representatives**

#### **Section 1. Absence for Conventions and Official Union Business.**

The Employer agrees to grant the necessary time off, without discrimination and without pay, to Union officers and official delegates designated by the Union to attend a labor convention, not to exceed a total of five employees. Fifteen calendar days' written notice of such absence will be given by the Union to the Employer.

#### **Section 2. Negotiation Time.**

Members of the Union negotiating team, who are City employees, will be allowed to attend negotiation sessions during regularly scheduled duty hours. The time of each City employee spent on attendance at negotiation sessions during their regularly scheduled duty hours shall be compensated by the City at his regular hourly rate, subject to the following limitations:

- A. Total compensation paid to the Union negotiation team will not exceed 300 hours for all members combined.
- B. No compensation will be paid for the time spent preparing for negotiations, nor will this preparation be done by any employee during his regularly scheduled duty hours.

Any additional time spent attending negotiations by the employee during his regularly scheduled duty hours may be taken as vacation, compensatory leave, personal leave, or time off without pay.

## **Article 8**

### **Bulletin Boards and Union Space**

The Employer agrees to provide adequate space on its bulletin boards for Union business notices, and at the Police Chief's discretion will permit access/use of Police Department office equipment (copiers, computers, etc.) to conduct necessary and reasonable Union business such as announcements, notices, and response to grievances.

## **Article 9**

### **Military Leave**

#### **Section 1. Request for Military Leave of Absence.**

An employee who wishes to be granted military leave of absence must submit the request and a copy of their official orders or other records from the military service to that employee's immediate or scheduling supervisor within five (5) working days of employee's dated receipt of orders unless notice is precluded by military necessity.

If the reservist or National Guard member submits a copy of their official annual training schedule prior to the beginning of the year's military activities, the employee need only submit separate requests and orders for those training duties not included on the annual schedule or when the annual schedule is modified.

Any notices of additional dates, times, or adjustments shall be submitted to that employee's immediate or scheduling supervisor within five (5) working days of employee's dated receipt of orders unless notice is precluded by military necessity.

## **Section 2. Active Duty.**

An employee who enlists or is called into active duty for the military service of the United States or who, in time of national emergency, voluntarily enlists for active duty, shall be granted military leave for the time necessary to permit completion of the military service. Notification of such service shall be submitted to that employee's immediate or scheduling supervisor within five (5) working days of employee's dated receipt of orders, unless notice is precluded by military necessity.

In order to have reemployment rights, a person leaving active duty in the military service of the United States must apply to the City for reemployment within 90 days after his separation from active duty, or within 90 days after his release from hospitalization continuing after such separation for not more than one year. This applies to inductees and enlistees, as well as to reservists and National Guard members performing full active duty, as opposed to initial active duty for training, or active or inactive duty training, or other active duty where different reemployment rights are defined by federal statute.

## **Section 3. Reserve or National Guard; Initial Active Duty for Training, Annual Encampment, Weekend Drill, and Other Training Duty.**

An employee who enlists as a reservist or a member of the National Guard shall be granted time off without pay for initial active duty for training, annual training encampment, weekend training drills, and other active and inactive training duty.

Members of the National Guard or Reserves may elect to switch their normally scheduled days off in the week preceding their drill weekend to the weekend. In doing so, those military personnel would not use benefit time or military leave for the weekend they are attending drill.

No Guard or Reserve member may switch their days off more than once in a month for this purpose. The Guard or Reserve member will be responsible for obtaining their military orders and ensuring they are given to their scheduling supervisor in a timely manner. If military orders are not on file, the Guard or Reserve member will not be allowed to use the flex option. Supervisors may deny the flex option if it will impede the normal operation of the department.

The reservist or National Guard member must report back to their civilian job at the beginning of his first regularly scheduled shift on the first day after the completion of initial active duty for training or other training duty plus the necessary travel time to return from the training site to the place of employment. They are also entitled to a reasonable rest time and a reasonable time thereafter if return is delayed by factors beyond their control. If an employee fails to report to their job within this specified time period, they may be subject to the penalties which would be imposed on any employee who is tardy or absent without permission.

If an employee separates their employment with the City in order to enlist in the Reserves or National Guard, they must reapply to the City within 31 days after their separation from initial active duty for training in the Reserves or National Guard in order to retain reemployment rights.

#### **Section 4. Seniority Rights.**

During a military leave of absence, the seniority eligibility rights of an employee shall continue and accumulate in the same manner and to the same extent as if said leave of absence had not been granted and the employee had been continuously in the employ of the City. An employee on military leave of absence shall be entitled to all rights and benefits as are defined by applicable federal statute.

Employees activated to service by the President of the United States because of war or reasons attributed to the war on terrorism may be eligible to receive pay augmentation in such cases where their base military rate of pay is less than the base rate of pay received from the City at the time they went on active duty. When an employee's base military pay is less than the employee's base City pay at the time of activation, the employee may be eligible for payment for the difference under the following provisions and/or guidelines:

- A. Pay augmentation will be based upon the employee's current base hourly/biweekly rate and their current monthly military base rate of pay.
- B. Pay augmentation shall begin the first full day following activation.
- C. Activated employees who use paid time-off benefits in any given month are not eligible for the pay augmentation for that month as described in this subsection.
- D. Hours actually worked in any full month while activated shall be deducted from any pay augmentation.
- E. Any COLA adjustments, as agreed to in the current labor contract between the City and the FOP, shall be included when determining eligibility for any monthly pay augmentation.
- F. Those employees eligible to receive pay augmentation must submit their actual monthly military pay stub to the City every month of their activation. Once the City has received the employee's monthly military pay stub and calculations have been computed, the City will provide such payment in the next available scheduled pay period.
- G. Employees who are eligible and receive pay augmentation, as set forth in this subsection, will have the employee pension contribution temporarily suspended only for purposes of pay augmentation as described in this subsection.
- H. Employees activated to service pursuant to this section shall be entitled to accrue sick and vacation leave benefits, subject to the limitations in this Contract, as if they had remained in continuous service to the City.

#### **Section 5. Probationary Employee.**

An employee who is serving on probation may likewise be granted a military leave of absence under the provisions of the above sections of this Article.

**Section 6.** Any employee who participates in any branch of the military service of the United States is covered by and subject to federal statute, U.S. Code Title 38, Chapter 43, and all other applicable statutes.

## **Article 10**

### **Fitness for Duty Physical Examinations**

**Section 1.** The City will provide annual physical examinations only to those employees that are members of the clandestine lab team and arson investigators. The City will review applicable safety standards and consult with the City's occupational medicine provider in order to determine the appropriate and necessary tests associated with this annual physical examination. The costs for this annual examination will be paid for by the City.

**Section 2.** All other employees that are not members of the clandestine lab team will not be required to undergo any prescribed schedule for a fitness for duty physical examination. Fitness for duty physical examinations will be completed on an individual as-needed basis and shall be conducted at the sole discretion of the Police Chief or his designee. When an employee is required to undergo a fitness for duty examination, the employee will be directed to a City-designated physician and the City will pay the costs for this examination.

**Section 3.** The City shall provide, at no cost to the employee, mandatory vaccinations for Hepatitis B and tetanus. If, during screening for hepatitis, it is found an individual should not receive a vaccination, he shall be exempt from the mandatory requirement to receive that vaccination.

## **Article 11**

### **Seniority**

**Section 1.** Seniority shall be defined as the total length of continuous service with the Employer since the employee's last date of hire in the Police Department bargaining unit.

**Section 2.** New employees will be considered probationary employees for 15 months. Should a probationary employee be absent from the job for more than 30 calendar days, the probationary period will be extended for the period of absence to enable the employee to complete their full probationary period.

A promotion, transfer, or reclassification from a City classification outside the classifications covered by this Contract into the rank of Police Officer shall not be deemed complete until a period of probation not to exceed 15 months has elapsed.

**Section 3.** During the probationary period, a probationary employee may be disciplined, laid off, or otherwise dismissed at the sole discretion of the City, and neither the reason for the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance or of a Civil Service Board proceeding. Recognizing that a probationary employee has very limited rights in conjunction with this Contract, he/she may elect to have Union representation present during any related investigatory interviews.

**Section 4.** When it becomes necessary to reduce the workforce, the last employee hired shall be the first employee laid off in his rank category, providing those retained are presently able to perform the necessary duties, and provided, further, that if the employee is senior to any other person in the bargaining unit, that the person in the bargaining unit with the least seniority shall be the person actually laid off. When employees are laid off, those employees will be called back in the inverse order in which they were laid off and

into classifications they either held or into classifications they are presently qualified to satisfactorily perform. A laid off employee shall be given a minimum of two weeks' notice of the date specified to return for work by certified mail. No full-time employees will be laid off while part-time employees are still employed. When any officer is required to be reduced in rank because of a layoff, the employee shall be subsequently restored to their previous rank at the first opening thereof without testing.

When layoffs are necessary, and in order to adhere to seniority provisions as provided herein, employees will be given an opportunity to qualify for classifications that they did not have previously.

In the case of layoff, bumping, and recall, there shall be no seniority among probationary employees. Upon the successful completion of the probationary period, however, the employee shall attain permanent employee status and receive all benefits normally afforded to regular permanent employees, including seniority. Employees successfully completing the probationary period shall acquire seniority credit, and their seniority shall be retroactive to their last date of employment, less any adjustments.

An employee who has been laid off shall not accrue additional seniority during layoff, except during the first 30 days of layoff.

**Section 5.** Should an officer be reduced to a lower rank, that officer will be placed on the seniority list in the reduced rank by his original appointment date to that rank.

**Section 6.** An employee's seniority may be broken only for the following reasons:

- A. The employee quits.
- B. The employee is discharged, and the discharge is not reversed through the grievance procedure.
- C. The employee is laid off for a period of more than one year or is absent because of a nonoccupational illness or injury for a period of two years.
- D. The employee does not return from a leave of absence within three days of the specified end of the leave of absence.
- E. The employee does not return to work within three days of the date specified for return to work in a recall notice.
- F. The employee retires or is retired.

**Section 7.** For the purposes of bidding vacations and days off, seniority shall be considered according to the employee's appointment date to his current rank and duty assignment, so long as it does not impede the normal operation of the department.

**Section 8.** Overtime shall first be offered to senior employees within each respective bureau or section, except when contrary to established department, bureau, or section policy based on special abilities, physical fitness, time element, or special training needs.

Overtime required to work on an incident or investigation shall be granted to the officer actively working on same, even though said officer may not have seniority.

Should it become necessary to hire back a replacement Sergeant or Officers for shift duty due to the absence of a Sergeant or Officer, the following procedures shall be followed:

- A. The hire back opportunity will first be offered to off-duty shift Sergeants or Officers assigned to the shift on which the absence has occurred in order of seniority, highest to lowest.
- B. If the absence cannot be filled by an off-duty Sergeant or Officers from the same shift, the absence shall be offered to a Sergeant or Officer from the outgoing/abutting shift and the incoming/abutting shift that are working or are scheduled to work on a seniority basis, unless the lowest senior Sergeant or Officer remains, in which case they shall be required to take the assignment. Due to eight- (8-) and ten- (10-) hour work schedules, this will be accomplished by extending the schedule of a Sergeant or an Officer from the outgoing/abutting shift for one-half shift (maximum of five (5) hours) and calling a Sergeant or an Officer in early from the incoming/abutting shift for one-half shift (maximum of five (5) hours). In cases where a hold-over or early call-in is needed, the preference will be to look at the abutting shifts for volunteers before mandatory hold-overs or early call-ins. In cases where a Sergeant or Officer from an incoming/or outgoing abutting shift is utilized, the hold-over or call-in will be offered to either of the eight- (8-) hour shift times (early or late), regardless of start times.
- C. Involuntary hold-overs or early call-in requirements may occur no more than one time every calendar month per officer. If this involuntary hold-over or early call-in occurs a subsequent time within the calendar month, the involuntary hold-over or early call-in will then rotate in reverse order of seniority, requiring the next Sergeant or Officer working by reverse seniority to be involuntarily held over or called in early instead. This reverse seniority-based involuntary hold-over or early call-in requirement agreement would be null and void upon the department needing to go to emergency staffing on a 12-hour emergency schedule.

**Section 9.** A current seniority list shall be posted by Employer on the S: drive on or about January 15 and July 15 of each year this Contract is in existence.

**Section 10.** When a member of the bargaining unit has been promoted out of the bargaining unit within the Police Department, that employee will retain seniority in those classifications which he held. Should the employee return to the bargaining unit, the employee will be placed on the seniority list in the reduced rank by his original appointment date to that rank, giving the employee the right to bump a less senior employee in the bargaining unit in that classification.

## **Article 12**

### **Uniforms and Equipment**

**Section 1.** The Employer will provide and issue all normally armed employees with a handgun, holster, collapsible baton, pepper mace, badges, batteries, handcuffs, and any other equipment, such as protective head gear which, in the opinion of the Employer, is needed to properly and safely perform their duties.

**Section 2.** The Employer shall provide all ammunition, which is needed and necessary for the performance of the employee's duties. Ammunition for on-duty use shall be of high

quality as recommended by the department Armorer and approved by the Police Chief. Practice ammunition shall be furnished by the Employer for mandatory range exercises.

**Section 3.** Each Officer shall receive a uniform allowance for the purchase and maintenance of uniforms and equipment.

This uniform and maintenance allowance shall be paid in the second paycheck of each year. Required uniform specifications and maintenance standards for all officers shall be established by Police Department general orders.

The uniform allowance shall be \$882.92.

**Section 4.** The City will provide each new Police Officer with the following uniform and equipment items: three pairs of pants, three short-sleeved shirts, three long-sleeved shirts, one pair of work boots or shoes, one trouser belt, one duty belt, one handcuff case, one collapsible baton holder, one collapsible baton, one dual magazine pouch, one flashlight holder, four belt keepers, two turtlenecks, one tie, one winter jacket, one hat (with hat band), one chargeable flashlight with one set of rechargeable batteries and charger, and soft body armor (which is less than five years old).

In the event a new Police Officer terminates or is discharged from employment with the City during his probationary period, the uniform and equipment items as provided above shall be returned to the City.

**Section 5.** The uniform and maintenance allowance shall be prorated according to the 26 pay periods in any given contract year. In the event an employee terminates employment with the City, is discharged, or retires, an amount equal to the prorated uniform and maintenance allowance for the remainder of that year will be deducted from the employee's last paycheck.

**Section 6.** Uniformed officers on station assignment shall be allowed to wear a department-approved sidearm holster, which will accommodate the officer's department-approved duty weapon in lieu of a department-issued service holster.

### **Section 7. Body Armor.**

The Employer will provide soft body armor for each employee and replacement body armor per the manufacturer's recommendations.

**Section 8.** Additions or changes to the existing uniform and uniforms for special units requiring a change from the normal attire as required and directed by the Police Chief (i.e., SWAT team attire, K-9 equipment) will be brought before the Committee for Union-Management Cooperation for resolution. The Committee is empowered to make recommendations to the Chief whether such additions or changes will be deducted from the annual clothing allowance or paid by the City. If the Committee for Union-Management Cooperation cannot agree to any proposed additions or changes or how to pay for it, the Police Chief may unilaterally implement such additions or changes; however, the cost for any additions or changes will be paid by the City.

## **Article 13 Travel and Expense Money**

When employees are required to travel for City-related business, all time spent traveling shall be counted as hours actually worked. This provision applies irrespective of whether an employee is driving or riding as a passenger or whether travel occurs outside the employee's regular work schedule. Reimbursement of travel and expense money shall be as provided by department policy and City executive order.

## **Article 14 Standby/Unscheduled Call-in Time**

### **Section 1. Standby.**

When an employee is designated to be on call or standby for a period of one week, he/she shall receive \$200 for a full week, plus pay at the guaranteed overtime rate of 1 1/2 times his regular base hourly rate for the number of hours worked outside of and no less than two hours prior to his/her scheduled work hours, while working standby.

He/she shall not be scheduled to standby more often than once each month on a rotation basis, unless the employees work under another arrangement, acceptable to the Police Chief. If a standby service should fall on a regularly authorized holiday, the employee shall receive eight hours of holiday pay for that day in addition to the standby pay for that period.

The weekly standby provision shall be broken into equal daily standby provisions and paid on a daily basis.

### **Section 2. Unscheduled Call-in.**

When an employee who is not on call or standby is called on outside of and no less than two hours prior to his scheduled duty hours for emergency duty, he shall be guaranteed overtime to be paid at 1 1/2 times his regular base hourly rate of pay for all hours worked on call-in outside of scheduled duty hours.

The minimum pay for standby worked or unscheduled call-in shall not be less than two hours paid at the guaranteed overtime rate of 1 1/2 times the employee's regular base hourly rate, unless the unscheduled call-in begins less than two hours prior to the beginning of the start of the employee's scheduled hours, in which case the employee will be paid the guaranteed overtime rate only for the amount of time worked before his regularly scheduled hours begin.

### **Section 3. Definition.**

An "unscheduled call-in" is a requirement for an employee not on standby to report to work on a nonscheduled day or during nonscheduled hours to work an unspecified period of time, provided the employee is requested to report to work as soon as possible after receiving the request. This is to include officers/sergeants who are required, due to unavailability of volunteers, to hold over from a previous shift.

A requirement to work an adjusted schedule or additional hours shall not be considered standby or unscheduled call-in hours.

The number of hours worked on unscheduled call-in or standby, which would be paid at the guaranteed overtime rate, may be designated as compensatory time in lieu of guaranteed overtime pay up to the accumulation limits set forth in this Contract.

The number of hours worked on unscheduled call-in or standby, which are paid at the guaranteed overtime rate, shall not be counted as hours actually worked for purposes of computing additional regular overtime.

## **Article 15**

### **Workers' Compensation and Personal Property Loss**

**Section 1.** Any employee who sustains a disabling injury or illness by accident arising out of and in the course of employment for the City, which disabling injury or illness was not caused by willful neglect on the part of such officer or employee shall, in lieu of sick leave herein before provided by this Contract, receive workers' compensation to be reimbursed at the rate of 80 percent of his regular base weekly earnings, not including overtime, as of the date of the injury or illness for a period of six months from the date of injury or illness.

Thereafter, said workers' compensation payments will be at the rates specified from time to time by South Dakota Workers' Compensation law.

While receiving workers' compensation payments at the state rate, the employee may use accrued sick leave, vacation, personal leave, compensatory time, or other available paid time-off benefits to maintain regular base weekly earnings, not including overtime, as of the employee's last day worked immediately preceding the most recent absence from work due to a duty-incurred injury or illness.

If a City-designated holiday occurs while an employee is absent from work due to a duty-incurred injury or illness, the employee shall be paid regular holiday pay for that day at the employee's regular base hourly rate of pay as of the employee's last day worked immediately preceding the absence from work. This regular holiday pay shall be taxable and shall be paid in lieu of the workers' compensation payment at the rates specified in this section for that day. This substitution of holiday pay is only administrative and will not otherwise affect the employee's workers' compensation status.

If, upon determination of an employee's physical restrictions by the employee's physician, and/or by a City-designated medical doctor at the City's request, the employee is determined to be physically able to perform duties of another nature, the employee may be assigned to those duties for the duration of his disability at the sole discretion of the City.

Any employee reassigned to duties of another nature shall be compensated at a rate of pay determined by the City commensurate with the temporary assigned duties, not to exceed the employee's rate of pay as of the date of injury. If the rate of pay for the light duty assignment is less than the employee's rate of pay as of the date of injury, the pay may be supplemented with workers' compensation payments as specified by South Dakota Workers' Compensation law. This reassignment may continue for a period determined by the City not to exceed 12 months after reassignment to other duties. Upon the employee's return to his rank and full unrestricted duties held at the time of injury, the employee shall be paid at his current rate of pay including step advancements or pay rate adjustments he would have otherwise received during the absence from his regular duties.

If light duty within those restrictions is not available with the City, the employee or officer may be permitted to engage in outside employment within the work restrictions set by the physician due to the duty-incurred injury or illness.

**Section 2.** Employer agrees to reimburse a percentage of the replacement cost for an employee's personal items damaged in the line of duty. Reimbursements will only cover the actual replacement cost of the same or comparable item that was damaged.

The following personal items will be covered:

- Uniforms: 75% of the replacement cost of the item(s) up to a maximum of \$200.
- Prescription eyeglasses: 75% of the replacement cost of the item up to a maximum of \$750.
- Sunglasses: 75% of the replacement cost of the item up to a maximum of \$50.
- Watches: 75% of the replacement cost of the item up to a maximum of \$30.

The Police Chief will finally determine if the loss is in fact in the line of duty and not by mere negligence of employee. If the loss is determined by the Chief to be by employee's own negligence, no reimbursement will be made for said loss. The Chief's decision will be final. This section does not affect items of personal property covered by or reimbursed pursuant to the South Dakota Workers' Compensation laws.

### **Section 3. Personal Activities.**

It is understood by the Union and employees covered by this Contract that activities of an exclusively personal nature carried out while on duty on or off City property, which are not directly related to and do not arise out of an employee's employment as an employee of the Sioux Falls Police Department, do not constitute employment-related activities. Therefore, injuries incurred or arising out of these activities shall not be considered "duty-incurred" for purposes of the application of this Article, and will not be considered duty-incurred injuries for purposes of determining compensability under the workers' compensation statutes of the state of South Dakota.

Any injury incurred through personal activities while off duty on or off City property shall not be considered "duty-incurred" for purposes of the application of this Article or the application of state workers' compensation statutes. Injuries incurred while engaging in off-duty activities determined to be under color of authority of a Police Officer shall be considered duty-incurred for purposes of the application of this Article.

### **Section 4. Vacation Carryover.**

If an employee is absent from work through December 31 of a calendar year due to a duty-incurred injury or illness, and such absence causes the employee to be unable to schedule some of his remaining unused vacation, the employee shall be permitted to carry over the amount of vacation unused due to the duty-incurred injury or illness into the next calendar year to be used as leave. This vacation carryover amount shall not exceed 80 hours over the maximum regular carryover amount of 240 hours for employees hired before January 1, 2012. Employees hired after December 31, 2011, may carry over a maximum 201 hours of vacation. Under no circumstances will any employee be compensated for unused vacation due to a duty-incurred injury or illness except as otherwise provided in this Article.

**Section 5. Administration and Application.**

**Administration:** Compensation and coverage for duty-incurred injuries or disease incurred by employees covered by this Contract shall be administered in all respects according to the provisions and intent of South Dakota Workers' Compensation law, except as specifically otherwise provided in this Contract.

**Article 16  
Insurance**

**Section 1. Health and Dental Insurance.**

- A. The City agrees to provide a health and dental insurance program.
- B. The City and employees will pay the following percentage of the total insurance premium cost:

	<b>City's Contribution</b>	<b>Emp. Contribution</b>
<b>Employee</b>	<b>75%</b>	<b>25%</b>
Employee + 1	75%	25%
Family	75%	25%

- C. The City reserves the right to make program modifications to the City Health/Dental/Life Plan as may be necessary from time to time to maintain and improve the effectiveness, quality, and cost-effectiveness of the plan, provided that such program modifications will not increase expense to participating employees or reduce current benefit levels. During the term of this Contract, the City agrees not to reduce current benefit levels without the Union agreeing to such reduction. The Union agrees to meet to negotiate any such reduction in benefits if necessary.
- D. During the term of this Contract, the City shall provide each full-time employee covered by this Contract with life insurance coverage equal to 1x the employee's base annual earnings rounded to the next higher \$1,000 if not already a multiple thereof. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance company selected by the City.

**Section 2. Medical Benefits Advisory Board.**

City agrees that any changes made in health/dental insurance costs shall be submitted to the Medical Benefits Advisory Board for review. The Medical Benefits Advisory Board is established and governed by City regulation and functions only in an advisory function which is in no way binding upon the City's determination or administration of insurance benefits or costs.

**Article 17  
Assigned Duties**

**Section 1.** No officer shall have his normally assigned work hours mandatorily changed without at least 20 days' written notice except in an emergency or when an employee is

returned to his former position for failure to successfully complete any period of probation. The 20 days' written notice may be reduced or waived with the consent of the officer.

**Section 2.** In the event of a change in normally assigned work hours, an officer shall receive two consecutive days off in a workweek except in an emergency or in the event of necessary travel for training purposes. This provision may be waived with the consent of the officer.

**Section 3.** The employees will not be required to perform any janitorial, maintenance, or construction functions of any building, grounds, or vehicles, or transport animals (excluding K-9 units), except by mutual agreement, or in the case of unusual circumstances or emergencies.

## **Article 18 Leave of Absence**

### **Section 1. Absence Without Leave.**

Absence from duty without leave or failure to report after leave has expired or has been disapproved, revoked, or canceled shall be grounds for suspension, demotion, or discharge.

### **Section 2. Jury Duty.**

Any employee called upon for jury duty shall not suffer any loss of pay; provided, however, upon the termination of jury duty, he shall submit to his department head a report of the amount of money received as a juror and such amount will be deducted from his next paycheck or the actual check may be signed over to the City.

### **Section 3. Leave of Absence.**

The department head shall have authority to approve, up to a maximum of 14 consecutive calendar days, an unpaid leave of absence. Requests for an unpaid leave of absence for a duration longer than 14 consecutive calendar days shall require the approval of the Director of Human Resources. No leave of absence, whether granted, extended, or continued, shall exceed one year, except as otherwise provided in this Article.

Requests for unpaid leave will only be considered in the event that the employee has used all available paid leave time; i.e., vacation, personal leave, compensatory leave, etc.

### **Section 4. Leave in National Emergency.**

In time of national emergency, an employee, in the discretion of the Mayor, may be granted leave of absence to engage in work for the United States which may reasonably and fairly be defined as aiding in the national defense of the United States. This leave of absence, if granted, shall be for a period of time as may be necessary to permit the employee to complete the service for the United States government, together with any additional time, not exceeding 90 days, as may be reasonably necessary to enable the employee to resume his duties with the City; but the leave of absence may only be granted upon written request of the government of the United States or any of its authorized agencies. (See Article 9, Military Leave.)

### **Section 5. Benefit Accruals.**

An employee on an approved unpaid leave of absence annually exceeding 30 days shall continue to accrue seniority through the 30th day of leave and shall retain his seniority as of that day. Seniority shall not be accumulated following the 30th day of unpaid leave annually except as specifically provided by state or federal law.

Sick leave time or vacation shall not be accumulated during an authorized unpaid leave of absence of one or more hours.

When an employee is suspended without pay for just cause, or absent without authorization, all accruals of vacation and sick leave will be suspended as well for the entire period of unpaid absence.

An employee on an authorized unpaid leave of absence is not guaranteed reemployment at the termination of the leave except as specifically otherwise provided in this Contract or by state or federal law.

### **Section 6. Probationary Employees.**

Should a probationary employee be absent from the job for an approved leave without pay, the probationary period will be extended to enable the employee to complete a full probationary period.

### **Section 7. Medical Benefits.**

Except as otherwise provided in this Contract or by state or federal law, health/dental/ life insurance coverage may be continued during an authorized leave of absence without pay, so long as the employee continues to pay 100 percent of the premium for that coverage at the City group insurance rates one month in advance of coverage. Time absent while receiving pay subsidy through the City's Sick Leave Assistance Program will be treated in the same manner as an authorized unpaid leave of absence.

## **Article 19 Allegations Against Officers**

**Section 1.** When a complaint is made against an employee and that complaint is being formally investigated, the employee under investigation shall be provided the following:

- The nature of the complaint and the specific allegations(s) of misconduct and/or complaint.
- The source, date, time, and location of the incident that gave rise to the complaint and/or allegation of misconduct.

This notification shall occur as soon as reasonably possible and may be done verbally or, if the employee requests, in writing.

A formal investigation is defined as any incident or complaint that is or likely will be documented and entered into the department's internal reporting system.

**Section 2.** The facts supporting the investigation of the complaint shall be reduced to writing after the investigation is complete. The employee(s) shall be notified, in writing, of the disposition of any internal investigation regarding a complaint and/or allegation of misconduct as soon as possible.

**Section 3.** The employee shall have the right to have a Union representative present throughout all formal interviews and meetings with the employee during the investigation. The Union representative shall not be an individual subject to the same investigation and shall not be the employee's direct supervisor.

**Section 4.** The employee may review the investigatory file upon request to and at the discretion of the Police Chief or his designee within 20 calendar days after the written disposition is received by the affected employee of any internal investigation regarding an unfounded or unsubstantiated citizen complaint if a legitimate question or concern is raised by the employee. The finding of the investigator, concurred by the Police Chief, is final and not subject to change by the employee.

## **Article 20 Grievance Procedure**

**Section 1. Grievance Defined.** Grievances are defined to be disputes involving the interpretation or application of this Contract or changes in working conditions or rules or regulations governing terms or conditions of employment which are not cognizable under the Civil Service procedures.

**Section 2. Grievance Steps.** The following steps shall be followed whenever a grievance is to be initiated by any employee covered under this Contract.

**Step 1. Filing a Grievance.** An aggrieved employee must print, sign, and deliver the written grievance on the approved grievance form to department administration within 30 calendar days following the aggrieved action. The grievance shall contain a statement of the facts, the provision or provisions of the Contract or working condition of employment which is alleged to have been violated, and the relief requested.

In order to assist with timely processing of grievances, an employee shall also submit the grievance on the approved form via the City email system to department administration. Specifically, the email copy of the grievance shall be sent to the Police Chief, Assistant Police Chief, and Captain of the affected division. The email submission of a grievance is intended to assist with timely processing and does not constitute an official filing for purposes of meeting the 30-calendar day limitation for filing a grievance.

An employee may consult with the local Union representative anytime during this process. If a grievance is not presented within the 30-day time period specified, it shall be considered waived.

**Step 2. Management Response.** Upon receipt of a timely filed grievance, management shall have 15 business days (i.e., Monday through Friday) to file a written response. Upon receipt of management's response, the aggrieved employee shall have 15 calendar days to respond to management with an acceptance or denial of the disposition. If an employee does not agree with management's written response, the

employee may request a conference with department leadership as specified in Step 3 below.

**Step 3. Employee Request for a Conference.** A conference will be scheduled between the aggrieved employees, a management representative, and at the discretion of the aggrieved employee a Union representative may be present for this conference. The conference shall be scheduled within fifteen (15) business days of receipt of the employee's denial response in Step 2, or at an agreed-upon time between the aggrieved employee and management.

**Step 4. Department of Labor.** Failing settlement at the conference level, the matter may be appealed to the Department of Labor pursuant to SDCL 3-18-15.2.

If the City does not answer a grievance within the specified time limit, the aggrieved employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If the employee fails to meet a specified time limit, the grievance shall be considered waived.

The Union has the authority to abandon or settle a grievance based on the claim of an individual employee. An abandonment of a grievance shall not be a precedent to another grievance of the same nature.

## **Article 21 Reserve Officers**

Whenever a reserve officer is allowed to work any assignment, vehicle, area, street, or guard duty with the department, the work will be performed under the direct supervision of a full-time employee of the Police Department, except in an emergency. In events where traffic or crowd control is needed, such as parades, there may be several reserve officers under the supervision of one or more full-time employees of the Police Department.

## **Article 22 Discrimination**

### **Section 1.**

The City and the Union agree not to discriminate against any employee covered by this Agreement for any reason where discrimination is prohibited by federal or state law nor because of the employee's membership or nonmembership in the Union. Other than Union membership, any dispute concerning the interpretation and/or application of this section shall be processed through the Civil Service appeal process where applicable or the appropriate federal or state agency or court rather than through the grievance process set forth in the Agreement.

### **Section 2. Americans with Disabilities Act.**

The parties agree that the City may take action that is in accord with what is legally permissible under the Americans with Disabilities Act ("ADA") in order to be in compliance with the ADA and its amendments, notwithstanding any other provisions of this Contract.

## **Article 23 Funeral Leave**

### **Section 1. Time Allowed.**

An employee who must make arrangements for, attend a funeral, or attend to estate business following the funeral during his regularly scheduled work hours shall be permitted to use up to five days of sick leave for that funeral. This five-day limit for a single funeral may be extended at the discretion of the department head. An employee will be allowed to use up to a maximum of ten days of sick leave as funeral leave in one calendar year.

Any additional time required to make arrangements for or to attend a funeral, or to attend to estate business following the funeral, may be taken as vacation, compensatory leave, personal leave, or time off without pay.

### **Section 2. Notification.**

The employee shall provide notification to his immediate supervisor prior to taking the time off as defined in this Article.

Notwithstanding the allowances of this Article, in instances of funerals where many department personnel desire to attend a funeral (i.e., law enforcement funerals), actual numbers of personnel attending the funeral will be at the discretion of the Police Chief or designee in consideration of department staffing needs.

## **Article 24 Holidays and Personal Leave Days**

### **Section 1. Holidays Enumerated.**

- A. Holidays shall mean days in which regular employees of the City, whose services are not essential on holidays, are permitted to absent themselves from work with pay.

The following days are established as official holidays of the City:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Native American Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

- B. When an official holiday falls on Sunday, the following Monday shall be designated as a substitute holiday and observed as an official holiday.
- C. When an official holiday falls on Saturday, the preceding Friday shall be designated as a substitute holiday and observed as an official holiday.

## **Section 2. Eligibility for Holidays.**

- A. All employees are eligible for holiday pay from their first day of employment.
- B. Holiday pay shall be equal to eight hours paid at the employee's regular base hourly rate of pay for each designated holiday specified in Section 1 above.
- C. An employee on paid authorized leave during a period in which a holiday falls shall be considered on paid holiday leave for that day, except as otherwise provided in this Article.
- D. An employee shall not be granted holiday pay for designated holidays which occur during an approved unpaid leave of absence. If a designated holiday immediately precedes or follows the approved unpaid leave of absence, the employee must work or be on authorized paid leave the regularly scheduled workday preceding or following the holiday, whether scheduled to work on the holiday or not, to be eligible to receive holiday pay.
- E. An employee on unauthorized leave or suspension without pay the regularly scheduled workday before a holiday falls if not scheduled to work on the holiday, or if on unauthorized leave or suspension on the holiday if scheduled to work on that day, shall not be paid for the holiday.
- F. If an employee is unable to work on a designated holiday which had been scheduled as a day of work, he will be paid holiday pay for that day but may not also use sick leave pay, vacation, personal leave, or other paid time-off benefits for the same day.
- G. For those employees not assigned to the patrol division as shift personnel, all hours granted as holiday pay in a week shall be considered as hours actually worked in computing overtime for that week. For employees assigned to the patrol division as shift personnel, hours granted as holiday pay shall not be considered hours actually worked for purposes of computing overtime.
- H. Regular part-time employees shall earn holiday pay prorated according to paid regular hours in the preceding year in comparison to holidays granted to regular full-time employees.

## **Section 3. Shift Employee Holidays.**

- A. Employees assigned to the patrol division as shift personnel who are eligible for holiday pay, as provided in Section 2 above, shall be compensated for City-designated holidays in the following manner:
  - 1. If the shift employee is assigned to and actually works a shift which begins on the date of an actual holiday, he shall be paid at the holiday differential rate equal to 1 1/2 times his regular base hourly rate for all hours actually worked on that shift, in addition to holiday pay as provided above in Section 2. All hours paid at the holiday differential rate will be considered hours actually worked for purposes of computing overtime in that week. The holiday differential rate will not apply to hours worked on the holiday for which the employee is guaranteed overtime pay such as standby or emergency call-in.
  - 2. If an actual holiday occurs on a day on which the shift employee does not work a shift beginning on the holiday, he shall receive holiday pay as provided above in Section 2, with no further compensation for the day. If a holiday results in

overtime for the week, the employee may elect to take that overtime in the form of compensatory time.

#### **Section 4. Thanksgiving and Christmas Holidays.**

Employees required to work the actual holiday of Thanksgiving or Christmas shall be paid at the rate of two times his\her regular base hourly rate for all hours worked on Thanksgiving or Christmas.

#### **Section 5. Personal Leave.**

- A. Employees hired on or after January 1 and before July 1 shall be granted 24 hours of personal leave for that year. Employees hired on or after July 1 shall receive 16 hours of personal leave for that year.
- B. For each year following hire date, all regular full-time employees shall be granted 16 hours of personal leave each year thereafter.
- C. An employee hired after December 21, 1981, and before January 1, 2001, is eligible for an additional eight hours of personal leave for the year. The employee who is eligible to receive the additional eight hours of personal leave may select pay for the day. Payment shall be made at the employee's base hourly rate compensated for in the first payday of December of the eligible year. The personal leave pay will be calculated using eight hours for regular full-time employees. To receive the personal leave pay, the employee must indicate a preference to receive the pay on his/her time sheet in the first pay period in the eligible calendar year. If the employee does not indicate personal leave pay, the day will be a personal leave day off. If an employee elected to receive pay for their personal leave day and the employee then separates employment before the first payday of December, their personal leave pay will be included in their final paycheck.
- D. There shall be no restrictions on its use, except when an employee requests personal leave; it shall be scheduled by the supervisors in the same manner as days off. Personal leave shall be taken in increments of 15 minutes or more, unless less than 15 minutes of personal leave is available, in which case, the employee must take the remaining personal leave in a single increment.
- E. Personal leave pay shall be at the employee's regular base hourly rate. All hours granted as personal leave in a week shall be considered as hours actually worked in computing overtime for that week.
- F. Upon discharge, resignation, retirement, death, or any other separation of employment, personal leave not used shall not be compensated for in cash nor shall the date of separation be extended through the use of unused personal leave.
- G. Personal leave hours shall not carry forward from one calendar year to the following calendar year.

### **Article 25 Volunteer Time-Off**

The City of Sioux Falls Community Engagement policy is intended to provide broad support for community volunteering or mentoring and is supportive of offering flexible work

scheduling, where feasible, to allow its employees the ability to actively volunteer or mentor.

In addition to flexible scheduling, employees may be allowed to use up to eight (8) hours with pay each calendar year as Volunteer Time-Off (VTO) in the City of Sioux Falls. All VTO will be tracked to determine the number of hours City employees are engaged in community volunteering or mentoring annually.

Volunteer requests should be generally aligned with organizations whose mission is aimed at improving the overall health, safety, and/or welfare of those being served.

VTO hours do not accrue, do not carry over, and may not be converted to pay. VTO hours shall not be counted as hours actually worked for purposes of computing overtime. Employees hired after June 30 will not receive VTO until the beginning of the subsequent year.

In all cases, requests for use of flexible scheduling or VTO is subject to prior approval of management. A VTO request form is available on InSite to submit requests.

## **Article 26 Sick Leave**

### **Section 1. Defined.**

Sick leave is defined to mean the absence of an employee because of illness, injury, exposure to a contagious disease, or attendance upon a member of immediate family due to illness or injury; provided, that no employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any employment other than that required in the course of his assigned duties. Employees who are discharged from military duty orders will be allowed to use sick leave for absences due to injury or illness associated with their military duty as long as such member is not otherwise receiving other benefits such as incapacitation pay through the military. If an employee is receiving military benefits or pay during such absences, they may not use sick leave simultaneously.

Members of the immediate family, for purposes of this Article, shall mean spouse, parent, spouse's parent, child, or dependent residing in the employee's home. An employee may also be permitted to use sick leave for attendance upon an employee's grandparent, grandchild, or sibling afflicted with a serious medical condition. Such employee shall receive full compensation during sick leave provided that in no case shall such pay be in excess of the amount an officer or employee would receive in a scheduled workweek or shift.

If an employee or officer must be absent because of illness, injury, exposure to a contagious disease, or attendance upon a member of immediate family due to illness or injury as provided above, the employee may not substitute vacation, personal leave, compensatory time off, or other paid time-off benefits in lieu of sick leave for the duration of the absence, unless all available sick leave has first been exhausted in a manner consistent with this Article or as may otherwise be specified in this Contract.

## **Section 2. Investigation.**

Use of sick leave is subject to investigation as the Police Chief deems necessary. If sick leave appears to be abused or when an employee consistently uses sick leave in conjunction with days off or as it is earned, the employee requesting sick leave may be required to furnish proof of illness as described in Section 7 of this Article. Abuse of sick leave constitutes grounds for disciplinary action.

## **Section 3. Accumulation—Full-time Employees.**

Each employee shall accrue sick leave at the rate of 3.70 hours for each full two weeks of completed service.

Eligibility for use of sick leave shall begin after appointment and accrual of benefit.

Each employee shall have deducted from their accumulated sick leave one hour for each hour of absence while on sick leave.

In the event that an employee does not take the full amount of sick leave granted in any one calendar year, the amount not taken may be accumulated from year to year.

## **Section 4. Regular Part-time Employees.**

An employee defined as a "Regular Part-Time Employee" who works less than 40 hours a week shall be given credit for sick leave based on the actual amount of hours worked.

## **Section 5. Reporting Off Duty.**

Any employee taking sick leave shall immediately report or cause to be reported his absence from work to the Police Chief or Officer in charge of the department, and upon return to work shall immediately report such fact.

## **Section 6. Maternity/Paternity.**

A parent is allowed to use up to eight weeks of accumulated sick leave for the birth of a child and bonding period with a newborn, adopted, or foster child within a year after the birth or placement of the child.

This eight-week bonding period is for a single block period of time and cannot be broken up throughout the year. Meaning, the eight weeks of sick leave must be taken consecutively. Should both parents work for the City, each is entitled to use up to eight weeks of accumulated sick leave for this bonding period.

The application of this policy exceeds the requirements of the Family Medical Leave Act, however; when an employee is FMLA eligible, the use of the eight weeks of sick leave will run concurrently with FMLA protected leave. In addition, under the City's FMLA policy, if both parents work for the City, each is allowed to use up to 12 weeks of FMLA leave.

Under the FMLA, parents are allowed up to 12 weeks of leave within the first year to care for their newborn, adopted, or foster child. Time off beyond the eight consecutive weeks of sick leave may be taken intermittently. Any leave beyond the eight consecutive weeks of sick leave will require the use of other paid time-off benefits, such as vacation, personal leave, or comp time. If an employee chooses to take less than eight consecutive weeks of sick leave, any leave outside their consecutive leave period will require the use of other paid time-off benefits.

If an employee's available paid leave benefits are exhausted prior to the end of the 12-week FMLA period, the remainder of the time off shall be granted as unpaid leave. See the City's FMLA policy for additional information.

### **Section 7. Health Care Provider Certificate.**

The Police Chief or the Director of Human Resources may require that sick leave be granted only by a certificate evidencing the sickness, signed by the employee's attending medical doctor, or require the employee to report to a City-designated medical doctor for a physical examination.

In any event, no sick leave with pay for personal illness or for attendance upon a member of the immediate family requiring the employee's care or attendance shall be granted for a period longer than three consecutive days unless a certificate from a duly licensed health care provider is presented to the Police Chief or the Director of Human Resources.

This certificate must be from the attending health care provider and must include a written statement indicating medical necessity for the employee's absence on the specific date(s) due to personal illness or attendance upon a member of his/her immediate family.

If the employee is absent due to an FMLA-qualified circumstance, the paid or unpaid sick leave absence will be designated as FMLA leave and treated in accordance with Article 27 of this Contract.

### **Section 8. Use on Vacation.**

When an employee becomes ill or is injured or quarantined while on vacation, the period of the illness, injury, or quarantine may be charged to sick leave if the employee submits a written certification from a physician or other health care provider confirming the illness, injury, or quarantine and the dates the employee was limited by such condition.

### **Section 9. Other Use of Sick Leave.**

At the discretion of the Police Chief or his designee, absence from work because of illness of a person other than those listed in Section 1 of this Article will have to be taken as vacation, earned compensatory leave, personal leave, holiday leave, or leave without pay.

### **Section 10. Sick Leave Payout at Separation.**

- A. An employee upon separation from the City with less than 15 years of service, except for disability retirement and under the provisions of subsection B of this Article, shall not receive any payment for accumulated sick leave.
- B. In case of death while in service of the City, the employee's beneficiary shall be paid for sick leave accumulated, up to the date of death, one-fourth of their accrued banked sick leave hours paid at their regular base hourly rate of pay at date of death.
- C. Employees shall upon separation from the City with at least 15 years of service or disability retirement while in service of the City be entitled to receive one-fourth of their accrued banked sick leave hours paid at their regular base hourly rate of pay at date of separation.

## **Section 11. Physician/Dental Appointments.**

Sick leave may be used while actually attending either physician or dental appointments, provided the appointment has been scheduled during the employee's regularly scheduled work hours.

# **Article 27 Family/Medical Leave**

## **Section 1. Eligibility.**

The Family and Medical Leave Act (FMLA) requires the City to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for certain family, medical, and military reasons during a 12-month period. Employees are eligible for FMLA leave if they have worked for the City for at least one year and worked 1,250 hours over the previous 12 months.

## **Section 2. Use of Paid Leave Benefits—Concurrent With FMLA.**

The City requires employees to use paid leave benefits before unpaid leave may be granted. FMLA regulations require that an eligible employee be granted FMLA leave at the time a qualifying family or medical event occurs, whether the employee has paid leave available to him/her or not.

If an employee has available paid leave benefits at the time family/medical leave is required, the family/medical leave will run concurrently with the use of those paid leave benefits until they are exhausted or until the available 12-week FMLA leave period ends, whichever comes first. Use of eligible paid leave benefits for FMLA events as detailed in this Article must comply with the City's policies/definitions for use of paid time-off benefits. If an employee's available paid leave benefits are exhausted prior to the end of the 12-week FMLA period, the remainder of the period shall be granted as unpaid leave.

## **Section 3. Reasons for Taking FMLA Leave—Family, Medical, and Military.**

The following conditions represent qualified FMLA leave:

### **Family Leave:**

- A. For birth of a son or daughter and to care for the newborn child.
- B. For placement of a son or daughter for adoption or foster care.

### **Medical Leave:**

- A. To care for the employee's spouse, son or daughter, or parent who has a serious health condition.
- B. Because of a serious health condition that makes the employee unable to perform the employee's job.

### **Military Leave:**

- A. Because of any "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation; or

- B. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious injury sustained in the line of duty on active duty is entitled up to 26 weeks of leave in a single 12-month period to care for a service member.

#### **Section 4. Use of City Leave Benefits.**

If an employee has available paid leave benefits at the time family medical leave is required, the family medical leave will run **concurrently** with the eligible use of those paid leave benefits until they are exhausted or until the available 12-week FMLA leave period ends, whichever comes first. Use of leave during the FMLA period can be taken incrementally or consecutively. If an employee's available paid leave benefits are exhausted prior to the end of the 12-week FMLA period, the remainder of the period shall be granted as unpaid leave. Usage of City leave benefits per qualified FMLA event is detailed below:

- To care for an employee's newborn, adopted, or foster child. (Maternity/Paternity Leave)
  - Eligible paid time-off benefits include up to a maximum of eight consecutive weeks of sick leave. Any leave beyond the eight consecutive weeks will require the use of other paid time-off benefits, such as vacation, personal leave, or comp time. If an employee chooses to take less than eight consecutive weeks of sick leave, any leave outside their consecutive leave period will require the use of other paid time-off benefits. This leave can be taken any time within one year of the child's birth or placement.
- To care for the employee's spouse, son, daughter, or parent with a *serious health condition*. (Medical Leave)
  - Eligible paid time-off benefits include sick leave, vacation leave, personal leave, and comp time.
- Because of a *serious health condition* that makes the employee unable to perform the functions of the employee's job. (Medical Leave)
  - Eligible paid time-off benefits include sick leave, vacation leave, personal leave, and comp time.
- Because of any "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. (Family Leave)
  - Eligible paid time-off benefits include vacation leave, personal leave, and comp time.
- An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious injury or illness incurred in the line of duty on active duty is entitled up to 26 weeks of leave in a single 12-month period to care for a service member. (Medical Leave)
  - Eligible paid time-off benefits include sick leave, vacation leave, personal leave, and comp time.

## **Section 5. Requesting Leave and Notice Requirements.**

- A. In the case of FMLA family leave taken for the care of a healthy newborn child, newly adopted child, or newly placed foster child, the leave may be taken in a single period, or intermittently not to exceed 12 weeks which must commence within 12 months after the date of the child's birth or placement for adoption or foster care. The employee may be required to submit to the City, prior to the commencement of the FMLA family leave, a signed statement that he/she intends to return to his/her position upon expiration of the leave. In addition, the employee must provide at least two weeks' advance notice of the date he/she intends to return to work. Circumstances may require that FMLA family leave for the birth of a child, or for placement for adoption or foster care, begin prior to the actual birth or placement.
- B. An employee requesting FMLA medical leave for the serious illness of a child, spouse, or parent or for his own personal serious health condition will be permitted to take the 12 weeks of FMLA leave either consecutively or intermittently. Each time FMLA leave is requested on this basis, the employee must request the FMLA leave, except where leave is not foreseeable, at least two weeks prior to the date the leave is to begin. The employee may be required to provide written certification from a medical physician describing the nature of the health condition and its probable duration. The employee must also provide the employer with two weeks' notice prior to return to work date, whenever practicable.

## **Section 6. Medical Certification and Recertification.**

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met. The City may require medical certification to support a request for leave because of a serious health condition and may require second or third opinions (at the City's expense) and a fitness for duty report prior to returning to work.

The City may require recertification no more frequently than every 30 days unless (a) employee requests extension; (b) circumstances change significantly; and (c) employer doubts validity of the certification or the employee's stated reason for the absence. Certification and recertification when required will be at the employee's expense. No second or third opinion on recertification can be required.

## **Section 7. Health Plan Benefits—Returning From Leave.**

Health/dental insurance benefits will be maintained for the employee during the family/medical leave period, provided that the employee continues to pay the employee portion of the premium for that insurance at least one month in advance of the coverage. If the employee chooses not to return to work for reasons other than a continued serious health condition, or other circumstances beyond the employee's control, the employee will be required to reimburse to the City the amount paid for the employee's health insurance premium during the leave period.

Employees returning from family/medical leave shall be returned to their previous position, or a similar position, with the same rate of pay as they received prior to the commencement of the unpaid family/medical leave.

**Section 8. Administration.**

In all cases, it is the employer’s responsibility for determining whether leave qualifies as FMLA. The City may inquire as to the nature of the need for leave in order to assess the application of FMLA. Except as otherwise provided in this Article, all family/medical leave will be administered according to the requirements of the Family and Medical Leave Act and the National Defense Authorization Act.

**Article 28  
Vacations**

**Section 1. Accumulation—Full-time Employees.**

- A. Any regular full-time employee of the City Police Department shall be granted vacation with pay, provided such leave shall be based on the employee’s employment anniversary date and shall accrue on a monthly basis.
- B. Vacation leave accrual shall begin with the employee’s first day of regular employment. Eligibility for use of vacation shall begin after accrual of the benefit.
- C. Employees shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the schedule shall become effective in the month in which the employee’s employment anniversary date occurs and available for use on the first day of the following month:

<b>Service Years</b>	<b>Monthly Accrual (Hours)</b>	<b>Annual Accrual (Hours)</b>	<b>Number of Days</b>
0 but less than 3	6.75	81	10
3 but less than 4	8.00	96	12
4 but less than 5	9.00	108	13.5
5 but less than 10	10.00	120	15
10 but less than 11	10.75	129	16
11 but less than 12	11.50	138	17
12 but less than 13	12.00	144	18
13 but less than 14	12.75	153	19
14 but less than 15	13.50	162	20
15 but less than 16	14.00	168	21
16 but less than 17	14.75	177	22
17 but less than 18	15.50	186	23
18 but less than 19	16.00	192	24
19 +	16.75	201	25

- D. The maximum vacation earned in any one (1) month shall not exceed the provisions of the above schedule.

**Section 2. Regular Part-time.**

An employee who works less than full-time (40 hours per week) shall be entitled to vacation as provided by this Article on a prorated basis.

### **Section 3. When Taken.**

- A. Vacation shall be taken at the time the Police Chief or his designee shall designate. In designating vacation time, the seniority and preferences of employees shall be followed unless absence of the employee will impede the operation of the department.
- B. Vacation leave must be taken in increments of 15 minutes or more, unless less than one hour of vacation is available in which case the employee must take the remaining vacation in a single increment.
- C. Employees may schedule vacation prior to its anticipated accrual, but may not use vacation until after it has been accrued as specified in this Article.
- D. Vacation time shall not be scheduled or used in any manner for purposes of extending an employee's official date of separation from the City.

### **Section 4. Maximum Balance and Payment.**

Regular full-time employees may accumulate vacation as set forth in Section 1 of this Article without limitation, provided that as of December 31 of each calendar year the employee's maximum balance of unused vacation shall not exceed 240 hours. Any unused vacation hours remaining in an employee's accumulated balance in excess of 240 hours as of 12 midnight on December 31 of each year shall be forfeited, except as specifically set forth in this Article.

In the event of discharge or resignation in good standing, any vacation time the employee has accumulated and not used before the date of separation from employment, up to a maximum of 240 hours, shall be paid at the employee's regular base hourly rate as of the date of separation to the employee or to his estate. Under no circumstances shall payment be made for accumulated vacation in excess of 240 hours except as specifically provided in this Article.

In the event of death while employed, any vacation balance accrued shall be paid to the employee or their estate at the employee's regular base hourly rate as of the date of death.

For employees hired after December 31, 2011, the maximum balance of unused vacation in any circumstance detailed in this Article shall not exceed 201 hours.

Except as specifically set forth in this Article, no payment may be made in lieu of vacation.

## **Article 29 Pensions**

Pensions shall remain as now provided subject, however, to the provisions of Sections 9-16-3.2, 9-16-5.1, and 9-16-5.2 of SDCL.

## **Article 30 Promotions**

### **Section 1. Defined.**

A promotion shall occur when there exists an actual permanent vacancy within the bargaining unit which results in the movement of an employee from their present job classification to the vacant position with an increase in maximum biweekly rate of pay as provided in Article 34, Wages.

**Section 2.** In testing and evaluating officers for promotions, no identical written test shall be given two or more consecutive tests.

**Section 3.** The following minimum requirements have been established for promotion in the Police Department bargaining unit:

Police Sergeant: Minimum of four continuous years of service in the Police Department. Must have held rank of Patrol Officer for four consecutive years in the Sioux Falls Police Department immediately preceding the promotional examination date. Candidates must have satisfactory service rating on their most recent annual evaluation and not subject to disqualification pursuant to Chapter 39, subsection 39.049, of the City Code of Ordinances.

The City will give 30 days' written notice to the Union of any changes in the minimum requirements presently in effect for promotion to Police Lieutenant.

### **Section 4. Eligibility for Promotion.**

An employee shall be eligible for promotion after actual continuous service in the position as described in Section 3 of this Article. The length of service necessary to qualify a person for promotion shall not be less than six months in the new position. Service as used in this section shall mean service as a result of regular appointment. Persons on leave of absence or on reinstatement list, if otherwise qualified, shall be eligible to take promotional examination only with the approval of the Civil Service Board. Candidates must have satisfactory service rating on their most recent annual evaluation and not subject to disqualification pursuant to Chapter 39, subsection 39.049, of the City Code of Ordinances.

In the event of a tie in promotional testing scores, overall department seniority will serve as the tiebreaker unless South Dakota state law requirements regarding veterans' preference in employment apply.

Holidays, vacation time, personal leave, compensatory time, and sick leave shall not be considered a break in continuous time for purposes of this Article.

### **Section 5. Probation Period.**

A promotion within the ranks of the Police Department shall not be deemed complete until a period of probation not to exceed six months has elapsed. If, at any time during the probation period, a promoted employee is appraised less than satisfactory in overall performance, the employee shall be returned to the position from which they were promoted, provided that the vacancy still exists in the case of an employee promoted from

an outside department. The action of returning a promoted employee to their former position is not cognizable under civil service as outlined in Article 5, Section 4.

The probationary period for a promotional employee will be extended for a period of time equal to the length of absence for any probationary employee who is absent from their position for more than 30 days.

#### **Section 6. Notice.**

The Employer will give employees 30 days' notice of any changes in the procedural rules and regulations governing the administration of promotional examinations.

### **Article 31 Court Pay and Mandatory Meetings**

In the event an employee is required to make an off-duty court appearance, he shall be paid a minimum of two hours at the guaranteed overtime rate of 1 1/2 times his regular base hourly rate of pay. If this off-duty court appearance begins less than two hours prior to the beginning of the employee's regularly scheduled work hours, the employee shall receive the guaranteed overtime rate in lieu of, not in addition to, his regular base hourly rate for that portion of the guaranteed two-hour period which extends into his regularly scheduled work hours. The employee may designate compensatory time in lieu of court pay up to the accumulation limits set forth in this Contract. Each session of court, morning and afternoon, shall constitute a separate appearance if the officer is required to appear at both. If an employee is required to make a court appearance prior to the end of their shift that requires the employee to exceed the regularly scheduled workday, the employee shall be paid for all hours actually worked.

An employee on scheduled vacation who is required to attend court during their regularly scheduled work hours is not entitled to court pay pursuant to this Article. The employee will have their vacation hours reduced commensurate with amount of time worked. The number of hours of court time paid at the guaranteed overtime rate shall not be counted as hours actually worked for purposes of computing additional regular overtime.

All meetings that are job related that require the officer's presence outside his or her regularly scheduled work hours shall be paid a minimum of one hour at the guaranteed overtime rate of 1 1/2 times his regular base hourly rate of pay.

Any required training which occurs outside the employee's regularly scheduled workday shall be recorded as regular hours worked and shall not be treated as a mandatory meeting under this Article.

Failure of an officer to be present for a scheduled court appearance, the signing of mental hold papers, depositions, etc., except in cases of unavoidable circumstances, may result in disciplinary action.

### **Article 32 Workweek and Overtime**

The present workweek of 40 hours in each seven-day period shall remain in effect. Hours actually worked in excess of 40 hours in this seven-day period shall be paid at the rate of

1 1/2 times the employee's regular base hourly rate of pay, unless the employee requests compensatory time in lieu of overtime pay by designating it on the weekly time sheet. Compensatory time will be awarded at time and one-half and may be accumulated up to a maximum of 80 hours.

When an employee requests compensatory leave, it shall be scheduled by the supervisors in the same manner as days off. If an employee has requested compensatory time in lieu of pay, it cannot be converted to pay at a later time, except that if employment is terminated with an employee who has accumulated compensatory time, the employee may receive pay for accumulated compensatory time.

For purposes of computing overtime pay, hours actually worked shall include holidays (except for patrol division shift personnel), vacation, personal leave, and sick leave.

Hours worked on unscheduled call-in, on standby, or on court duty as provided in this Contract, or hours scheduled and taken as compensatory leave, or any other hours not specified in this Contract as hours actually worked for purposes of computing overtime, shall not be considered hours actually worked for purposes of computing overtime.

No employee will be permitted to exceed a regular workday beyond the established regular number of daily work hours through the use of vacation or personal leave when on scheduled overtime.

Under no circumstances will a duplication or pyramiding of overtime hours be permitted in the determination of hours actually worked for purposes of computing overtime pay.

## **Article 33 Break Time**

**Section 1.** Absent an emergency, all employees shall be granted 15 minutes break during the first 4 hours of an 8-hour shift and 15 minutes during the second 4 hours of an 8-hour shift.

For work beyond an eight-hour day, rest periods will be allowed in the same intervals as provided in this section.

The Police Chief may specifically require patrol officers working in the field to combine two 15-minute breaks into a single 30-minute break to be taken during the 8-hour shift as directed by the Police Chief or his designee to meet departmental needs.

Rest periods are not cumulative and so may not be accumulated to be used during periods other than those specified.

**Section 2.** All employees shall be granted 30 minutes lunch break. In the event that an employee's lunch period is interrupted and he is not able to take the same at any time during the remainder of the shift, he shall be paid for the one-half hour of time.

## Article 34 Wages

**Section 1.** The pay scales for employees in this bargaining unit are as follows:

**Position**  
Police Officer  
Sergeant

**Section 2.** The pay grades for classifications in this bargaining unit shall be adjusted based upon cost of living (COLA) and market-based considerations according to the following table:

Year	COLA	Market	Total
2021	1.5%	2.5%	4.0%
2022	2.0%	2.0%	4.0%
2023	2.0%	0.5%	2.5%

Pay grades shall be set forth in Exhibit A.

Pay grades for 2021 shall become effective January 11, 2021, pay grades for 2022 shall become effective January 10, 2022, and pay grades for 2023 shall become effective January 9, 2023, in conjunction with the first day of the first complete pay period beginning in the new calendar year, except as otherwise specified in this Contract.

**Section 3.** Police Officer progression through step advancement will be allowed pursuant to the following table:

From Step	To Step	Waiting Period In Months
1	2	15
2	3	12
3	4	12
4	5	12
5	6	24
6	7	24
7	8	24
8	9	24

Sergeant progression through step advancement will be allowed pursuant to the following table:

From Step	To Step	Waiting Period In Months
1	2	24
2	3	24

An employee must complete the required waiting period within a particular step prior to eligibility for advancement to the next step.

However, newly hired Police Officers with law enforcement certification from another state who successfully pass the reciprocity examination for certification in South Dakota may, in accordance with City ordinance and with administrative approval, advance to the next

applicable pay step without regard to satisfying the applicable waiting period prescribed above.

Newly hired Police Officers will serve a 15-month probationary period. The step anniversary date for newly hired Police Officers will be effective on the date they complete their 15-month probationary period, regardless of entry step placement, modified step placement due to successfully passing the reciprocity examination, or the waiting period identified above.

**Section 4.** New hires starting above the minimum step for Police Officer according to Chapter 39, subsection 39.124, of the City Code of Ordinances shall not affect overall seniority in the department. The hire date shall constitute the seniority date.

**Section 5.** Employees promoted to the rank of Police Sergeant shall be placed into step 1. A promoted employee will not be eligible for a step advancement until the completion of the regular waiting period as defined in Section 3 above.

**Section 6.** The employee's step anniversary date, for purposes of step advancement eligibility, is the day and month established when an employee is placed into a new pay scale as the result of hire, promotion, reduction in rank, or transfer to another classification with a different pay scale. An employee's step anniversary date may be adjusted if the employee's service is interrupted by unpaid leave of 30 or more calendar days in a year, if an employee's step advancement is delayed without retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this Contract.

If cause is shown by the supervisor, or Police Chief or designee, advancement to the next higher step will be denied. Any employee denied a step advancement at the time of eligibility may be given the step advancement at any time after the denial. The month and day when the step is eventually granted will become the employee's new step anniversary date. The year of the step anniversary date changes as the employee moves step to step.

#### **Section 7. Police Training Officers.**

Designated police training officers shall receive a 3 percent adjustment in addition to their regular base hourly rate of pay while they hold the position of police training officer. The PTO designation shall be considered a duty assignment which is made at the sole discretion of the Chief.

#### **Section 8. Specialty Pay.**

Personnel serving in eligible specialty assignments shall receive \$1,450 in specialty pay annually paid in two equal installments. \$725 will be paid in the second paycheck of each year, and the remaining \$725 will be paid in the first paycheck of December of each year.

If the employee receives the \$725 payment in the second paycheck of the year and separates from City employment before June 1 of the year, the City will not require repayment of the specialty pay. If an employee separates from City employment after June 1 but prior to the December payment, the employee will not receive the \$725 payment.

The following provisions apply if an employee begins a specialty assignment after the payment dates noted above:

- An employee that begins an eligible specialty assignment after the second paycheck of the year will receive specialty pay prorated on a weekly basis based on the time period between the beginning of the eligible specialty assignment and June 1.
- An employee that begins an eligible specialty assignment after June 1 will receive specialty pay prorated on a weekly basis based on the date of the beginning of specialty assignment and the first paycheck of December.

The following provisions apply if an employee ceases to serve in a specialty assignment after the payment dates noted above due to reasons other than performance, discipline, or separation of employment:

- In the event an employee leaves an eligible specialty assignment after receiving the specialty pay in the second paycheck the year and before June 1, the employee shall return the prorated portion of the specialty pay to the City.
- In the event an employee leaves an eligible specialty assignment after June 1, the employee would receive specialty pay prorated on a weekly basis based on the time period between June 1 and the employee's separation from the specialty assignment.

Eligible specialty assignments include the following: Detectives, SWAT, Bomb Squad, CNU, K-9, Traffic Crash Investigators, and Administrative Services training. No employee may serve or be assigned to more than two specialty assignments. Specialty assignments are at the discretion of the Police Chief or designee.

### **Section 9. Police Sergeant Performance Incentive Pay.**

Police Sergeants with six or more years as a Sergeant shall be eligible to receive \$2,000 in performance incentive pay. Eligibility is contingent upon obtaining a satisfactory performance evaluation and having no formal disciplinary actions that resulted in a suspension without pay or higher during the performance period. The incentive payment shall be made in the next pay period following the performance review effective date.

### **Section 10. Shift Differential.**

Officers or Sergeants whose work hours occur between 6 p.m. and 6 a.m. shall be paid a shift differential of \$1.00 per hour, in addition to their regular base hourly rate of pay, for all hours actually worked between the hours of 6 p.m. and 6 a.m. This shift differential will not apply to any hours worked while on standby or on emergency call-in for which the employee is guaranteed overtime pay at the rate of 1 1/2 times his regular base hourly rate of pay as specified in the Standby/Unscheduled Call-in Time Article. This shift differential will not apply to any overtime hours worked for any event or activity that is funded by grant or other outside funding sources.

## **Section 11. Merit/Step Denial Appeal.**

When cause has been shown by the supervisor, the Police Chief, or designee to deny or delay an employee a merit/step increase, the following steps may be taken:

- A. The employee may appeal such action by filing a written appeal with the Chief's office within ten calendar days from the date the office receives the unsatisfactory performance evaluation resulting in a delay/denial of a merit/step increase.
- B. The Chief or his designee shall meet with the employee and a Union representative at the discretion of the employee to hear the appeal and may conduct additional meetings or hearing as necessary to resolve the appeal. The division commander and employee's Union representative may make a presentation to the Chief in an effort to resolve the appeal.
- C. The Chief shall give the employee a written decision within 30 days of receiving the appeal. The Chief's decision shall be final.

## **Article 35 Employee Referral Program**

In support of the recruitment and successful hiring of Police Officers for the Sioux Falls Police Department, the City encourages employees to recruit and refer quality candidates for the role of Police Officer through an Employee Referral Program.

Employees represented under this labor agreement may refer individuals to participate in the hiring process for the role of Police Officer and receive a \$500 referral incentive payment in compliance with program rules.

### **Section 1. Program Rules.**

To eligible, the referring officer must be identified on the employment application.

All candidates for employment will be evaluated for employment consistent with the Sioux Falls Police Department policies and procedures and City of Sioux Falls hiring practices. Candidates must be offered and accept employment as a Police Officer for a referring employee to be eligible to receive a referral incentive payment.

Any disputes or interpretations of the program will be addressed through the Administrative Division Commander with the final approval of the Chief of Police.

### **Section 2. Incentive Payment.**

Upon the successful hire of a referred candidate, a referral incentive payment will be paid to the referring employee in two (2) installments. The first installment of \$250 will be paid when the candidate has been hired and reports for work to the Sioux Falls Police Department. The second installment of \$250 will be paid when the candidate has successfully been removed from probationary status.

The referral incentive payments will be made through payroll.

## **Article 36 Work Rules**

The City has the right to formulate reasonable and lawful rules and regulations for the governing of the operation of the department. Such rules and regulations shall not conflict with this Contract. Such rules and regulations shall be submitted to the Union and stewards.

Disputes over new or changed rules and regulations shall be subject to the grievance procedure.

Each employee shall be provided access to a copy of all rules and regulations.

## **Article 37 New Vehicles**

All new patrol cars shall be equipped with adequate defrosters, heaters, commercial radios, air-conditioning, quality tires, first aid equipment, fire extinguishers, and be properly serviced at regular intervals. No employee shall be required to operate a vehicle that does not comply with all state and City safety statutes, ordinances, or regulations.

## **Article 38 Management's Rights**

Except to the extent expressly modified by a specific provision of this Contract, the City of Sioux Falls reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Police Department of the City of Sioux Falls, South Dakota, as such rights existed prior to the execution of this Contract with the Union, including, but not limited to, the right to:

- A. Operate and manage all manpower, facilities, and equipment.
- B. Develop, alter, or abolish policies, practices, procedures, and rules to govern the operations of the Police Department and bring about discipline.
- C. Determine work assignments and establish, alter, or eliminate work schedules, locations, or functions in accordance with municipal and departmental needs; and to contract or subcontract all or any of the functions of the Police Department that do not take work away from the bargaining unit.
- D. Transfer, promote, or demote officers; to terminate or otherwise relieve officers from duty for just cause; and to lay off officers for lack of work or lack of funds.
- E. Recruit, select, and determine the number and types of officers required.
- F. Establish reasonable basic and in-service training programs and requirements for upgrading officers and employees.
- G. Establish Police functions and programs, including the setting and amending of budgets.

- H. Determine the utilization of technology and manpower and to modify organizational structures; to select, direct, and determine the number of personnel engaged in total functions or any particular part thereof.
- I. Establish work schedules and perform any inherent managerial functions not specifically limited by this Contract and to take such other measures as the City or Police administration may deem necessary for the orderly and efficient operation of the department of the Police for the City so long as it does not conflict with this Contract.
- J. Determine the mission, policies, and standards of service which will be provided to the public.

Only to the extent that the above rights are specifically limited, in whole or in part, by the provisions of this Contract, alleged violations are subject to grievance procedure.

## **Article 39**

### **Committee for Union-Management Cooperation**

**Section 1.** The parties recognize that during the period in which this Contract is in effect, problems of administration of this Contract may arise which are not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and nonmanagement employees, if both the City and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreements are actually the result of misunderstandings, which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this Contract, a better atmosphere in which to achieve improved day-to-day relations between the parties, which they both desire, can be created through meetings of the kind described below.

**Section 2.** Once each month, meetings shall be held during the term of this Contract of the committee formed as part of this Article. The committee may decide to cancel and/or postpone meetings by mutual agreement.

It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which arise concerning administration, interpretation or application of the Contract, or other matters which either party believes will contribute to the improvement in the relations between them within the framework of this Contract.

It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations nor for any purpose which in any way will modify, add to, or detract from the provisions of this Contract.

In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Contract and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

Minutes of the committee meeting shall be taken by management and distributed through department memorandum.

**Section 3:** The City agrees (except in cases of emergency) that SFPD Standard Operating Procedures (SOP) and/or Policies and Procedures will not be changed until the committee for Union-Management Cooperation has been given notice and opportunity for input. Upon notice, the committee shall have up to two business days (excluding weekends and holidays) upon which to provide input. Thereafter, the City may implement the changes. Changes made in cases of emergency shall be submitted to the committee as soon as possible after implementation.

**Section 4.** This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life, and limb of employees, and the City will make every reasonable effort to improve conditions that promote health and safety among the City employees. This committee may make recommendations respecting conditions which in its opinion would make working conditions safer.

**Section 5.** The committee shall be composed of members designated by the Union and members designated by the City as mutually agreed to by the City and the Union. The cooperation committee shall be composed of an equal number of representatives designated by management, and an equal number of representatives designated by the Union; however, reasonable accommodations will be made in the event of unforeseen circumstances such as scheduling conflicts.

## **Article 40**

### **Substance Abuse Prevention Policy**

**Section 1.** The City of Sioux Falls (the City) is committed to developing an organizational culture of employee well-being and safety. The City's well-being vision is to "Create an organizational culture that inspires employee health, safety, and happiness in everyday decisions."

The City is also committed to providing a safe, healthy, and productive work environment. Therefore, to meet this objective, as well as our obligations under applicable federal and state laws, the City has a Substance Abuse Prevention Policy that provides the City with reasonable measures to ensure the safe and successful operation of City business.

Therefore, all City employees are strictly prohibited from unlawfully using, possessing, manufacturing, distributing, or dispensing any controlled substance or drug paraphernalia at any time on or off the job, or from unlawfully having any detectable level of any controlled substance in the body at any time on or off the job. In accordance with federal law, the City also prohibits any employee from being under the influence of marijuana while on City property or engaging in City business regardless of whether the employee has a medical marijuana card or prescription for medical marijuana use. The City does not allow any employee to use, possess, cultivate, manufacture, distribute, dispense, sell, or store marijuana under any circumstance.

Employees are also strictly prohibited from using, possessing, or having a detectable level of alcohol (defined as .02 or greater) in the body while working, performing job duties while on the City's premises, or while operating City vehicles, machinery, or equipment.

Any illegal drug use or working while under the influence of alcohol is incompatible with employment with the City of Sioux Falls. Any employee found to be in violation of this policy or any of the provisions set forth in this policy will be subject to discipline up to and including termination of employment with the City. This policy does not apply to public safety officers in situations when they are in possession of an illegal controlled substance, drug paraphernalia, or alcohol as legally authorized while acting in the line of duty.

**Section 2.** The City encourages early diagnosis and sound treatment for drug- and alcohol-related conditions and supports and encourages employees to voluntarily and confidentially seek help.

In an effort to support employees in obtaining treatment, the City offers the services of an Employee Assistance Program (EAP). This service provides assessment, counseling, and referral services for employees with drug- and alcohol-related conditions. EAP provides experienced counselors to help with identification of and support for recovery with drugs or alcohol. Anonymity and confidentiality are ensured.

EAP is available to all eligible City employees and their immediate family members. The City has designed EAP services to provide employees and their immediate family members with a limited number of sessions per calendar year at no charge. Services can be accessed directly by the employee or immediate family member and is available 24 hours a day, 365 days per year.

While the City is supportive of those employees who seek help voluntarily, the City is equally firm in identifying and disciplining those who continue to abuse drugs and alcohol and do not seek help. Although the City strongly encourages employees who have drug- or alcohol-related problems and conditions to voluntarily seek counseling or treatment, employees who seek counseling or treatment only after violating this policy are still subject to disciplinary action for such violations.

**Section 3.** The City's Substance Abuse Prevention Policy does not create a binding employment contract. The City of Sioux Falls reserves the right to interpret, change, or rescind this policy in whole or in part, with or without notice, subject to any state and federal laws and relevant collective bargaining agreements. In addition, changes to applicable federal or state laws or regulations may require the City to modify or supplement this policy. Such changes will be made in accordance with any obligation pursuant to an existing collective bargaining agreement.

The City's Substance Abuse Prevention Policy, insofar as it impacts the terms and conditions of employment for employees covered by this Contract, shall not be modified unless negotiated with the Union. The City reserves the right to make modifications as may be required by law.

**Section 4.** For purposes of the application of the City's Substance Abuse Prevention Plan, all employees of the Sioux Falls Police Department covered by this Contract shall be considered "safety sensitive employees," and therefore, will be subject to all drug and alcohol testing requirements applicable to safety sensitive employees.

Safety sensitive functions or duties for Police Department employees, defined as "safety sensitive employees" above for purposes of the application of the City's Substance Abuse Prevention Policy, shall be from the time an employee begins work or is required to be in readiness to work until the time they are relieved from duty and all responsibility for performing work for or on behalf of the City.

## **Article 41**

### **Payroll Deduction of Union Dues**

The Employer agrees that upon receiving written authorization by the employee from the Union, the Employer will deduct all dues, initiation fees, and assessments designated by the local Union. Such deductions shall be remitted by the Employer to the local Union within 15 days from the end of the month in which such deductions occurred.

## **Article 42**

### **Separability and Saving Clause**

If any provision of this Contract is declared to be in contravention of the laws or regulations of the United States or the state of South Dakota, that provision shall be superseded by the appropriate provisions of the law or regulation, so long as the law or regulation is in force and effect, but all other provisions to this Contract shall continue in full force and effect.

In the event that any Article or section is held invalid or enforcement of or compliance with the Article or section which has been restrained as described above, the parties affected shall enter into collective bargaining negotiations after receipt of written notice by either Employer or Union for the purpose of developing a mutually satisfactory replacement of the Article or section for the period of invalidity or restraint.

## **Article 43**

### **Entire Contract**

The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the City and the Union, for the duration of this Contract, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Contract or with respect to any subject or matter not specifically referred to or covered in this Contract, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Contract. This Contract may only be amended during its term by the parties' mutual agreement in writing.

This contract supersedes all prior agreements and understandings and governs the entire relationship between the parties and shall be the sole source of all rights and claims covered by this contract. The parties further acknowledge that where a direct conflict exists between the terms and conditions as negotiated and provided in this Contract and the terms and conditions of employment as provided by any regulation, ordinance, or rule of the City, the terms of this Contract shall control and be binding upon the parties.

The Code of Ordinances, Chapter 39, titled "Personnel Regulations and Benefits; Retirement and Pensions," are applicable to the employees only where the topic is not specifically

addressed in this Contract. Ordinance provisions will not be changed to the detriment of any covered employee insofar as his terms and conditions of employment are concerned.

## **Article 44 No-Strike/No-Lockout**

During the term of this Contract, neither the Union nor its agents or any employee for any reason will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike. During the term of this Contract, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Contract as a result of a dispute with the Union.

In the event of a slowdown, work stoppage, or strike, the Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating the above paragraph to return to work. The Employer may discharge or discipline any employee who violates this section and any employee who fails to carry out his responsibilities under this section.

## **Article 45 Duration of Contract**

**Section 1.** This Contract shall be in full force and effect on January 1, 2021, to and including the 31st day of December 2023.

**Section 2.** It shall automatically be renewed from year to year thereafter, provided however, either party may notify the other, in writing by July 15 of the calendar year before the expiration date of the Contract that it desires to modify any portion of this Contract.

**Section 3.** In the event such notice is given, negotiations shall begin no later than August 15 of the year the contract is scheduled to expire.

**Section 4.** The Contract shall remain in full force and effect during the period of negotiations.

## **Article 46 Administrative Leave**

**Section 1.** Occasionally, City offices are closed because of weather-related conditions. In addition, City offices may be closed early on holidays or Christmas Eve at the discretion of the Mayor. When City offices are closed for either of these reasons, nonessential employees not required to report to work may use administrative leave to replace regularly scheduled hours lost due to City offices being closed. To be eligible for administrative leave, employees must be working or using a paid time-off benefit the day before, or the day following, the day City offices are closed. Administrative leave hours shall not be counted as hours actually worked for purposes of computing overtime.

If an employee is absent and is using a paid time-off benefit at the time of closing, the employee may substitute administrative leave in the place of other paid time-off benefits. If such a closing falls on an employee's regularly scheduled day off, or the employee is on

an unpaid leave, administrative leave may not be used. Regular part-time employees shall have their benefit prorated based on the ratio of hours in their regular work schedule.

For nonessential employees, administrative leave does not accrue and therefore employees carry no minimum or maximum number of hours. Administrative leave may only be used as articulated in this Article. Upon discharge, resignation, retirement, or death, this benefit has no cash value and may not be used to extend service credit.

**Section 2.** When City offices are officially closed due to inclement weather, all personnel who are determined by the department/division to be essential to the delivery of public services are expected to report to work.

**Section 3.** When City offices are closed pursuant to the provisions in Section 1 of this Article, essential employees required to work shall accrue administrative leave hours commensurate to the actual number of administrative leave hours nonessential employees would receive when City offices are closed, not to exceed ten (10) hours per day. The hours earned will equal the number of hours worked according to the employee's assigned schedule. Administrative leave hours accrued will be scheduled off in a manner consistent with vacation hours. Administrative leave hours must be scheduled off within six months of being earned or the hours will be considered forfeited.

Upon discharge, resignation, retirement, or death, this benefit has no cash value and may not be used to extend service credit. Administrative leave hours shall not be counted as hours actually worked for purposes of computing overtime.

## **Article 47 RHS Plan**

The City of Sioux Falls agrees to provide a Retiree Health Savings (RHS) Plan to allow employees who retire and are eligible for benefits from the Employee's Retirement System, Police Division, the ability to provide some funding for retiree health costs with eligible unused sick and vacation leave payments at the time of retirement. The tax treatment of such a plan requires mandatory employee participation, and the Union agrees its members will fund this plan as follows: 100 percent of eligible unused sick and vacation leave payments received at the time of retirement. The City of Sioux Falls shall control and manage the operation and administration of the plan in accordance with federal law and IRS regulations.

For The Employer: City of Sioux Falls

For The Union: Fraternal Order of Police,  
Lodge #1 L.C.

By [Signature]

By [Signature]

MAYOR  
Title

FOPLC PRESIDENT  
Title

Attest:

[Signature]  
City Clerk



## Exhibit A

<b>City of Sioux Falls Police Pay Grades</b>										
				Effective 01/11/2021						
				Effective 01/10/2022						
				Effective 01/09/2023						
		<b>-1-</b>	<b>-2-</b>	<b>-3-</b>	<b>-4-</b>	<b>-5-</b>	<b>-6-</b>	<b>-7-</b>	<b>-8-</b>	<b>-9-</b>
<b>Police Officer</b>										
<b>850</b>	<b>2021</b>	26.62	27.99	29.39	30.77	32.17	33.58	34.99	36.38	37.77
	<b>2022</b>	27.68	29.11	30.57	32.00	33.46	34.92	36.39	37.84	39.28
	<b>2023</b>	28.37	29.84	31.33	32.80	34.30	35.79	37.30	38.79	40.26
<b>Police Sergeant</b>										
<b>855</b>	<b>2021</b>	40.60	42.05	43.53						
	<b>2022</b>	42.22	43.73	45.27						
	<b>2023</b>	43.28	44.82	46.40						

**Sioux Falls F.O.P. Lodge #1—L.C.**  
**Grievance Form**  
(please print or type)

**NAME:** \_\_\_\_\_

**Note: Employees should reference Article 20 of the contract for complete grievance procedure.**

**Step 1.** An aggrieved employee must print, sign, and deliver the written grievance on the approved grievance form to department administration within 30 calendar days following the aggrieved action. The grievance shall contain a statement of the facts, the provision or provisions of the Contract, or working condition of employment which is alleged to have been violated and the relief requested.

In order to assist with timely processing of grievances, an employee shall also submit the grievance on the approved form via the City email system to department administrations. Specifically, the email copy of the grievance shall be sent to the Police Chief, Assistant Chief, and Captain of the affected division. The email submission of a grievance is intended to assist with timely processing and does not constitute an official filing for purposes of meeting the 30 calendar day limitation for filing a grievance. An employee may consult with the local Union representative anytime during this process. If a grievance is not presented within the 30-day time period specified, it shall be considered waived.

Provision(s) of the Contract or working condition of employment alleged to have been violated:

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Explanation of Grievance:

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Relief Requested:

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\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Step 2.** Upon receipt of a timely filed grievance, management shall have 15 business days (i.e., Monday through Friday) to file a written response.

Management's Response:

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\_\_\_\_\_  
Management Representative Signature

\_\_\_\_\_  
Date

Upon receipt of management's response, the aggrieved employee shall have 15 calendar days to respond to management with an acceptance or denial of the disposition.

Is decision satisfactory to employee? Yes \_\_\_ No \_\_\_  
Is grievance being appealed to Step 3? Yes \_\_\_ No \_\_\_

**Step 3.** A conference will be scheduled between the aggrieved employee, a management representative, and at the discretion of the aggrieved employee, a Union representative may be present for this conference. The conference shall be scheduled within 15 business days of receipt of the employee's denial response in Step 2, or at an agreed-upon time between the aggrieved employee and management.

**Step 4.** Failing settlement at the conference level, the matter may be appealed to the Department of Labor pursuant to SDCL 3-18-15.2.

If the City does not answer a grievance within the specified time limit, the aggrieved employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If the employee fails to meet a specified time limit, the grievance shall be considered waived.

The Union has the authority to abandon or settle a grievance based on the claim of an individual employee. An abandonment of a grievance shall not be a precedent to another grievance of the same nature.